

BASS, BERRY & SIMS PLC

A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

T. G. PAPPAS
TEL: (615) 742-6242
FAX: (615) 742-6293

315 DEADERICK STREET, SUITE 2700
NASHVILLE, TENNESSEE 37238-0002
(615) 742-6200

KNOXVILLE OFFICE:
1700 RIVERVIEW TOWER
KNOXVILLE, TN 37901-1509
(423) 521-6200

MEMPHIS OFFICE:
100 PEABODY STREET, SUITE 950
MEMPHIS, TN 38103
(901) 312-9100

REC'D TN

REGULATORY AUTH.

NOV 16 PM 1 52

OFFICE OF THE
EXECUTIVE SECRETARY

November 16, 2000

VIA HAND DELIVERY

Mr. K. David Waddell
Executive Secretary
TENNESSEE REGULATORY AUTHORITY
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

NO- 01032

IN RE: Interconnection And Reciprocal Compensation
Agreement Between Century Tel And Sprint Spectrum, L.P.

Dear Mr. Waddell:

Enclosed please find original and twelve copies of an Agreement between our client, Century Telephone and Sprint Spectrum, L.P. for filing and approval by the Tennessee Regulatory Authority.

We are also enclosing our check in the amount of \$25.00 made payable to the Tennessee Regulatory Authority as the filing fee.

If you have any questions, do not hesitate to call me.

With kindest regards, I remain

Very truly yours,



T.G. Pappas

Enclosures

cc: Richard Collier, Esq.
 Ms. Susan Smith
 Mr. Clay Bailey
 Sprint PCS

TGP2155430.1

BASS, BERRY & SIMS PLC
A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

T. G. PAPPAS
TEL: (615) 742-6242
FAX: (615) 742-6293

315 DEADERICK STREET, SUITE 2700
NASHVILLE, TENNESSEE 37238-0002
(615) 742-6200

KNOXVILLE OFFICE:
1700 RIVERVIEW TOWER
KNOXVILLE, TN 37901-1509
(423) 521-6200

MEMPHIS OFFICE:
100 PEABODY STREET, SUITE 950
MEMPHIS, TN 38103
(901) 312-9100

November 16, 2000

Mr. K. David Waddell
Executive Secretary
TENNESSEE REGULATORY AUTHORITY
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

00-01032

IN RE: Interconnection and Reciprocal Compensation Agreement
Between Century Tel and Sprint Spectrum, L.P.

Dear Mr. Waddell:

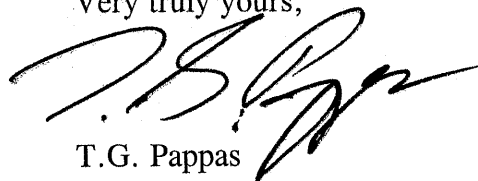
At the time I filed the above Agreement for approval, I was advised that the filing fee is now \$50 for these type agreements.

Enclosed please find check in the amount of \$25.00 for the above matter.

I appreciate Ms. Debra Webb calling this to my attention.

With kindest regards, I remain

Very truly yours,



T.G. Pappas

Enclosure

cc: Richard Collier, Esq.
 Ms. Susan Smith
 Mr. Clay Bailey
 Sprint PCS

TGP2155632.1

REC'D TN
REGULATORY AUTH.
NOV 16 PM 1 52

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

00-01032

By and Between

CenturyTel

And

Sprint Spectrum L.P.

For the state of

Tennessee

Table of Contents

1.	DEFINITIONS.....	3
2.	RURAL TELEPHONE COMPANY.....	5
3.	TRAFFIC INTERCHANGED.....	5
4.	FACILITIES.....	6
5.	RATES AND CHARGES.....	7
6.	BILLING AND PAYMENT OF CHARGES.....	8
7.	NON-LOCAL TELECOMMUNICATIONS TRAFFIC.....	9
8.	CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS.....	9
9.	SERVICE ORDERS.....	10
10.	IMPAIRMENT OF SERVICE.....	10
11.	RESOLUTION.....	10
12.	TROUBLE REPORTING.....	10
13.	TERM AND TERMINATION.....	11
14.	LIABILITY UPON TERMINATION.....	12
15.	AMENDMENTS.....	12
16.	ASSIGNMENT.....	12
17.	AUTHORITY.....	12
18.	BINDING AFFECT.....	12
19.	COMPLIANCE WITH LAWS AND REGULATIONS.....	12
20.	ENTIRE AGREEMENT.....	13
22.	FORCE MAJEURE.....	13
23.	GOVERNING LAW.....	13
24.	INDEPENDENT CONTRACTOR RELATIONSHIP.....	13
25.	LIABILITY AND INDEMNITY.....	14
25.1	<i>Indemnification.....</i>	14
25.2	<i>End User and Content-Related Claims.....</i>	14
25.3.	<i>Disclaimer.....</i>	14
25.4	<i>Limitation of Liability.....</i>	15
26.	DISPUTE RESOLUTION.....	15
26.1	<i>Alternative to Litigation.....</i>	15
26.2	<i>Negotiations.....</i>	15
26.3	<i>Arbitration.....</i>	16
26.4	<i>Expedited Arbitration Procedures.....</i>	16
26.5	<i>Costs.....</i>	17
26.6	<i>Continuous Service.....</i>	17
27.	CONFIDENTIAL INFORMATION.....	17
27.1	<i>Identification.....</i>	17
27.2	<i>Handling.....</i>	17
27.3	<i>Exceptions.....</i>	18
27.4	<i>Survival.....</i>	18
28.	NOTICES.....	18
29.	REGULATORY AGENCY CONTROL.....	19
30.	SEVERABILITY.....	19
	ATTACHMENT 1 CENTURYTEL RATES.....	21
	ATTACHMENT 2 CENTURYTEL TENNESSEE LOCAL EXCHANGE COMPANIES.....	22

This Interconnection and Reciprocal Compensation Agreement ("Agreement"), is entered into by and between CenturyTel's Tennessee Local Exchange Companies as listed on Attachment 2 ("CenturyTel") and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership and as agent for SprintCom, Inc., a Kansas corporation, all foregoing jointly d/b/a Sprint PCS, ("SPCS"), (collectively, "the Parties").

WHEREAS, SPCS is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service ("CMRS") and provides such service to its end user customers, operating wireless affiliates and switch share/managed markets; and

WHEREAS, CenturyTel is a certified provider of local exchange service; and

WHEREAS, SPCS terminates local telecommunications traffic that originates from CenturyTel's subscribers, and CenturyTel terminates local telecommunications traffic that originates from SPCS's subscribers; and

WHEREAS, SPCS provides a point of interconnection in the CenturyTel service areas, or interconnects with CenturyTel's network via a third party tandem switch; and

WHEREAS, the Parties wish to establish a reciprocal compensation interconnection arrangement that compensates each other for terminating local telecommunications traffic that originates on the other Party's network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.

1.3 "Central Office" means a switching facility from which Telecommunications Services are provided, including, but not limited to:

(a) An "End Office Switch" or "End Office" is used to, among other things, terminate telecommunications traffic to end user subscribers.

- (b) A "Tandem Switch" or "Tandem Office" is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence.
 - (c) A "Mobile Switch Center" or "MSC" is a switching facility that provides tandem and end office switching capability.
- 1.4 "CMRS" means Commercial Mobile Radio Service as defined in the Act.
 - 1.6 "Commission" refers to the state regulatory commission within a state.
 - 1.7 "Interconnection," as defined in 47 C.F.R. § 51.5, is the physical linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.
 - 1.8 "Interconnection Facilities" are those CenturyTel facilities between the CenturyTel central office switch and the POI.
 - 1.9 "Local Exchange Carrier" is as defined in the act 47 U.S.C. § 153 (26).
 - 1.10 "Local Exchange Routing Guide" or "LERG" means the Telcordia reference customarily used to identify NPA-NXX routing and homing information.
 - 1.11 "Local Traffic" is that telecommunications traffic, which originates and terminates within the same major trading area ("MTA"), as defined in 47 C.F.R. §24.202(a). For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is local, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used.
 - 1.12 "POI" means Point of Interconnection.
 - 1.13 "PSTN" means the Public Switched Telephone Network
 - 1.14 "Tandem Switching" is when CenturyTel provides tandem switching at a CenturyTel tandem switch for traffic between SPCS and a CenturyTel end office subtending the CenturyTel tandem.
 - 1.15 "Telecommunication Services" shall have the meaning set forth in 47 USC §153(46).
 - 1.16 "Transiting" is when CenturyTel provides tandem switching at a CenturyTel access tandem switch for traffic between SPCS and a non-CenturyTel end office subtending the CenturyTel access tandem.

- 1.17 "Type 1 Wireless Interconnection" is a line side trunk provided by the LEC to the CMRS provider that utilizes NPA NXX's assigned to and resident in the LEC end office. The LEC numbers may be assigned by the CMRS provider to their individual customers or the interconnection may be used only for auxiliary services for which the LEC must record and/or provide billing information, i.e., Operator Service, Directory Assistance, etc. The numbers assigned to the CMRS provider from the LEC office remain under the control of the LEC and any access between these numbers and PSTN must be made utilizing the LEC end office to which the numbers are assigned.
- 1.18 "Type 2 Wireless Interconnection" is a trunk interconnecting the LEC central office with a CMRS provider's mobile switching center. This type of connection may only be used for Local Traffic or terminating interMTA traffic.
- i) Type 2A: is trunk interconnection between a LEC local tandem and a CMRS provider mobile switching center. Through this interface, SPCS can connect to Century Tel's end offices.
 - ii) Type 2B: is a trunk interconnection between a LEC end office and a CMRS provider mobile switching center. This interconnection will only provide access to numbers residing in the LEC end office to which the interconnection is made.

2. RURAL TELEPHONE COMPANY.

CenturyTel asserts that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. CenturyTel further asserts that, pursuant to Section 251(f)(1) of the Act, CenturyTel is exempt from Section 251(c) of the Act. Notwithstanding such exemption, CenturyTel has entered into and accepted this agreement for purposes of exchanging traffic, as defined herein, with SPCS. CenturyTel's execution of this agreement does not in any way constitute a waiver or limitation of CenturyTel's rights under Section 251(f)(1) or 251(f)(2). Accordingly, CenturyTel expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by SPCS or any other carrier.

3. TRAFFIC INTERCHANGED.

- 3.1 The traffic subject to this Agreement shall be that Local Traffic which originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party. Such traffic includes that traffic which is delivered via a third party tandem switch. Terms and conditions for the interchange of traffic between the Parties via Type 1 Wireless Interconnection are governed by CenturyTel's applicable local tariff.
- 3.2 Tandem Switched Services
CenturyTel may provide to SPCS's tandem switching to another CenturyTel end-

office or a non-CenturyTel end office that subtends the CenturyTel access tandem.

4. FACILITIES.

Each Party shall construct, equip, maintain and operate its network in accordance with good engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. Where appropriate and consistent with industry practices, each Party shall provide the other Party, at no charge, equipment space and electrical power at the POI necessary for the other Party to provide services under this Agreement. Where appropriate and consistent with industry practices and upon reasonable notice, each Party shall make the necessary arrangements to assure the other Party access to the point of physical interconnection for testing, maintenance, repairing and removing facilities.

When ordered by SPCS, CenturyTel shall provide interconnection circuits of a quality comparable to that provided to any other interconnected local exchange carrier or to private branch exchanges between the CenturyTel switching center and the POI located in CenturyTel's local exchange serving area. CenturyTel and SPCS will jointly determine the interconnection circuit design and routing as well as the selection of the switching center from which service will be provided.

CenturyTel shall provide dedicated private line circuits between SPCS's mobile switching center, remote cell sites and control points, when ordered by SPCS. When ordering these circuits, SPCS shall specify the originating and terminating points for such circuit, the bandwidth required, the transmission parameters and such other information as CenturyTel may reasonably require in order to provide the circuits. CenturyTel and SPCS will jointly determine the design and routing of these circuits, taking into account standard CenturyTel traffic engineering methods, the availability of facilities and equipment and CenturyTel's traffic routing plans.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

The Parties expect that where feasible, traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available.

5. RATES AND CHARGES.

- 5.1 The Parties hereby agree to the following rates for the facilities and services to be provided pursuant to this Agreement. The Parties hereby agree the rates set forth herein shall become effective when this agreement is signed by both Parties. However, the Parties acknowledge this Agreement cannot be implemented until it is duly approved by the Commission. Upon Commission approval of this Agreement, the Parties shall implement and apply the rates as though such rates were approved on the date the agreement was signed by both Parties.

<u>Facilities</u>	<u>Rates</u>
1. Interconnection Facilities	The rates for these facilities, if provided by CenturyTel, are specified in CenturyTel's applicable tariff.
2. Local Network Usage	The Parties agree to compensate each other for terminating traffic that originates on the other Party's network. The reciprocal Local Network Usage rate is identified in Attachment 1.
3. Tandem Switching	SPCS's local traffic that is transported to a CenturyTel end office via a CenturyTel tandem. SPCS will compensate CenturyTel for the tandem switched traffic between SPCS's and the CenturyTel end office at rates defined on Attachment 1.
4. Transiting	SPCS's local traffic that is transported to non-CenturyTel end offices via a CenturyTel tandem. SPCS will compensate CenturyTel for the tandem switched traffic between SPCS and the non-CenturyTel end office company at rates defined on Attachment 1. By transporting traffic to non-CenturyTel end offices via a CenturyTel tandem, SPCS assumes any responsibility for compensation to the non-CenturyTel end office company.

- 5.2 The charges for Interconnection Facilities shall be determined by CenturyTel's applicable tariff for such facilities. Where these facilities are used for two-way traffic, the applicable recurring charges (if any) will be reduced by a percentage equal to the percentage of traffic on such facilities that originates on CenturyTel's network and terminates on SPCS's network. This percentage is referred to as the Land to Mobile Traffic Factor on Attachment 1. The Parties agree that they will review the initial percentages based on actual usage after the initial six (6) months and will revise the

percentage at that time. The Parties agree to evaluate the percentage in each subsequent six (6) months.

- 5.3 Each Party shall compensate the other for transport and termination of Local Traffic at the reciprocal Local Network Usage rates set forth in Attachment 1. Traffic that originates on either Parties' network and terminates on the other Parties' network via a third party tandem (transit traffic) will be charged at the Local Network usage rates set forth in Attachment 1.
- 5.4 The Parties will exchange billing information on a monthly basis. CenturyTel will prepare its bill in accordance with its existing CABS billing systems. SPCS will prepare its bill in accordance with the now current OBF (CABS BOS) industry standards. The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable. In the event that neither Party is capable of measuring, or has access to a measurement of traffic originating on CenturyTel's network, the charge to SPCS for Local Network Usage shall be based upon a mutually agreed upon assumed usage factor.

For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision.

6. BILLING AND PAYMENT OF CHARGES.

Nonrecurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and Local Network Usage will be billed in arrears. All bills will be due when rendered and will be considered past due 30 calendar days after the bill date, provided the billing party delivers the invoice to the billed Party within 8 calendar days of the bill date. The Parties agree that they will each make a good faith effort to resolve any billing dispute.

If any undisputed amount due on the billing is not received by the billing Party by the payment due date, the billing Party may charge, and the billed Party agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum non usurious rate of interest under applicable law. Late payment charges shall be included on the next invoice. The late payment charge is conditioned upon the billing Party delivering an invoice to the billed Party within 8 calendar days of the billing date.

If any portion of an amount due to a billing Party under this Agreement is subject to a bona fide dispute between the Parties, the billed Party shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the billing

Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay when due all undisputed amounts to the billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.

7. NON-LOCAL TELECOMMUNICATIONS TRAFFIC.

The Parties contemplate that they may exchange non-local telecommunications traffic over the interconnection facilities provided for under this Agreement. The originating Party will report to the terminating Party that traffic, if any, which is non-local in nature. Compensation for non-local traffic shall be subject to the appropriate access rates.

When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC. Each party will bill its own access services rates to the IXC pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994. The Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge.

If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in an SPCS/CenturyTel MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document.

8. CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS.

Credit allowance for interruption of services provided under this Agreement shall be governed by terms and conditions set forth in CenturyTel's intrastate access tariffs.

9. SERVICE ORDERS.

SPCS shall order Interconnection Facilities on a per circuit basis and shall specify at the time the circuit is ordered the date on which SPCS desires that the service be provided. CenturyTel will process such orders in accordance with its normal procedures for the installation of comparable circuits and will advise SPCS whether or not it can meet the service date requested by SPCS and, if not, the date by which service will be provided. If SPCS wishes that the service be provided at an earlier date, CenturyTel will make reasonable efforts to meet SPCS's request on the condition that SPCS agrees to reimburse CenturyTel for all additional costs and expenses, including but not limited to overtime charges, associated with providing service at the earlier date.

10. IMPAIRMENT OF SERVICE.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

11. RESOLUTION.

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

12. TROUBLE REPORTING.

In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

13. TERM AND TERMINATION.

- 13.1 This Agreement shall take effect as of the date it is signed by both Parties and have an initial term of one year, unless earlier terminated as provided for in this Agreement, and shall continue in force and effect thereafter, until replaced by another agreement or terminated by either Party upon 30 days written notice to the other.

Notwithstanding a notice of termination, this Agreement shall remain in effect until replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law within 365 calendar days from the date that the notice of termination was received. This Agreement shall terminate on the 366th day after the date that the notice of termination was received if the Agreement has not been superseded by another agreement.

If this agreement is terminated, each Party agrees to disconnect from each other's network.

- 13.2 Notwithstanding 13.1, this Agreement shall be terminated in the event that:

- a) the FCC revokes, cancels, does not renew or otherwise terminates SPCS's authorization to provide CMRS in the area served by CenturyTel, or the Commission revokes, cancels, or otherwise terminates CenturyTel's certification to provide local service;
- b) either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within 60 days of such commencement.

- 13.3 Either Party shall have the right to terminate this Agreement upon written notice to the other Party in the event:

- a) a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than 90 days, and the Party does not pay such sums within ten business days of the other Party's demand for payment;

- b) a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty days after the other Party notifies the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach.

14. LIABILITY UPON TERMINATION.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

15. AMENDMENTS.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

16. ASSIGNMENT.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

17. AUTHORITY.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

18. BINDING AFFECT.

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

19. COMPLIANCE WITH LAWS AND REGULATIONS.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

20. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

21. EXPENSES.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

22. FORCE MAJEURE.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by the other Party, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

23. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Tennessee as well as the Telecommunications Act of 1996 and other federal laws, and shall be subject to exclusive jurisdiction of the courts and/or regulatory commission of such state, except to the extent that the Telecommunications Act of 1996 and other federal laws provide for federal jurisdiction.

24. INDEPENDENT CONTRACTOR RELATIONSHIP.

The persons implementing this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and control of

that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

25. LIABILITY AND INDEMNITY.

25.1 Indemnification.

Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

25.2 End User and Content-Related Claims.

Customer (that Party receiving service from the other Party, i.e., Provider) agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from provision of the services or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users.

25.3. Disclaimer.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO

CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

25.4 Limitation of Liability.

Provider's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services or facilities for the time period during which the services or facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use provisioning of services hereunder.

26. DISPUTE RESOLUTION.

26.1 Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

26.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

26.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in Nashville, Tennessee or in a mutually agreeable alternative city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

26.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 26.2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Should such a service-affecting dispute be submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedure rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 56).

26.5 Costs.

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator.

26.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the parties shall continue to perform their obligations (including making payments in accordance with Section 6) in accordance with this Agreement.

27. CONFIDENTIAL INFORMATION.

27.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure. The following information shall be deemed Confidential Information, whether or not marked as such: orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information")

27.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the Party from whom or from whose representative(s), the Confidential Information is obtained ("Source");
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the Source;
- (e) To return promptly any copies of such Confidential Information to the Source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

27.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the Source, was received in good faith from a Third Party not subject to a confidential obligation to the Source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the Source and shall reasonably cooperate if the Source deems it necessary to seek protective arrangements.

27.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

28. NOTICES.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next business day following the date of transmission. The Party receiving the notice by facsimile will provide written confirmation to the other Party. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to CenturyTel: CenturyTel
Carrier Relations Southern Region
Attention: Manager, Carrier Relations
P.O. Box 4065
Monroe, LA 71211
Facsimile #: 318-388-9072

If to SPCS: Sprint PCS
Attention: Legal Regulatory Dept.
11th Floor, 4900 Main
Kansas City, MO 64112
Telephone #: 816-559-2521 Facsimile #: 816-559-2591

29. REGULATORY AGENCY CONTROL

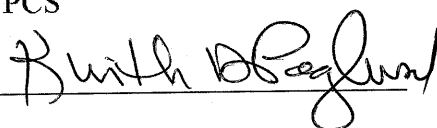
This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

30. SEVERABILITY.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by both Parties.

Sprint PCS

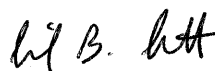
By: 

Name: Keith D. Paglus

Title: Sr. Vice President - Operations

Date: 2/19/00

CenturyTel

By: 

Name: Carrick B. Inabnett

Title: Corporate Manager-Carrier Relations

Date: 6/7/00

Attachment 1 CenturyTel Rates

1. Interconnection Facilities Appropriate tariff.
2. Traffic Factor

Land-to-Mobile	. 25
Mobile-to-Land	. 75
3. Local Network Usage

Reciprocal Compensation

Each party agrees to compensate the other for terminating local service area calls originated on its network.

<u>End Office Local Call Termination</u>	\$.018 per minute of use (interim rates) *
--	--

Tandem Switching and Transport

CenturyTel may provide tandem switching and transport for a local call originating on SPCS's network and tandem switched by CenturyTel access tandem to another CenturyTel end office. The rates are as follows:

Tandem Switching	\$.008562 per minute of use
Tandem Transport	appropriate interstate tariff
Tandem Transport Facility Mileage	appropriate interstate tariff

Transiting - Local

CenturyTel may provide transiting of local traffic which is tandem switched and transported by CenturyTel on behalf of SPCS to a non-CenturyTel end office that subtends the CenturyTel tandem switch at the following rates:

Tandem Switching	\$.008562 per minute of use
Tandem Transport	appropriate interstate tariff
Tandem Transport Facility Mileage	appropriate interstate tariff

* Either party can request in writing to negotiate state specific rate based on Company specific cost study or filed tariff rates.

4. Interconnection arrangement to be determined by SPCS and CenturyTel.

Attachment 2 CenturyTel Tennessee Local Exchange Companies

CenturyTel of Adamsville, Inc.

CenturyTel of Claiborne, Inc.

CenturyTel of Ooltewah-Collegedale, Inc.